



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606, U.S.A. • (312) 648-4000 • TELEX 255222

9927-PPPP
RECORDATION NO. _____ Filed 1425

DEC 19 1979 -9 25 AM December 14, 1979

INTERSTATE COMMERCE COMMISSION

See page 2 for cross-indexing

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 1
dated as of August 23, 1979, ("Lease") to Car Leasing
Agreement 1438 between North American Car Corporation
("Lessor") and Citadel Cement Corporation ("Lessee") in
supplement of the Bailment Agreement and Assignment of
Leases ("Assignment of Leases") dated as of December
16, 1978, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, 2700 Cumberland Parkway, N.W., Atlanta, Georgia
30339 and assigned to Assignee, P.O. Box 8300, 260 Long
Ridge Road, Stamford, Connecticut 06904. The Assignment of
Leases was recorded with the Interstate Commerce Commission
at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

*Ms Lee -
this one is
9927-PPPP*

*Copy to Wheel
—
C. D. [Signature]*



Secretary
Interstate Commerce Commission
December 14, 1979
Page Two

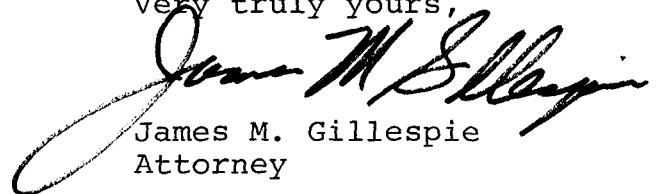
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *Amendment* *File No 1 and \$10.00 for the cross indexing below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index → Please cross index this filing against the name of the Lessee, Citadel Cement Corporation.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosures

RECORDATION NO. 9957-PPP Filed 1425

DEC 19 1979 -9 25 AM

C E R T I F I C A T E INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 1438 between North American Car Corporation and Citadel Cement Corporation dated August 23, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Debra A. Kelly

My Commission Expires Feb. 23, 1983

My Commission Expires _____.

KEEP
FOR
ICC FILE COPY
9-27-80

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1438

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Ten (10)	PD 3000 hopper cars, for shipment of Portland Cement (NAEX 93960 thru 93969)	\$535.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Demopolis, Alabama.

For each mile in excess of $\frac{20,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

Any stencil, logotype or other marking which may be applied to any of the above cars shall be applied only in accordance with provisions of Car Leasing Agreement No. 5145, and shall be applied, maintained and removed solely at Lessee's expense.

For purposes of this Rider No. 1 only, paragraph No. 24 will read in its entirety as follows:

"In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.30 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

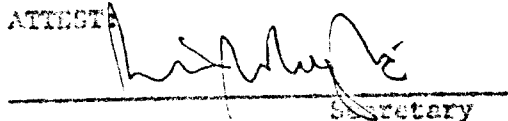
The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 23rd day of August, 1979.

ATTEST:


Assistant Secretary

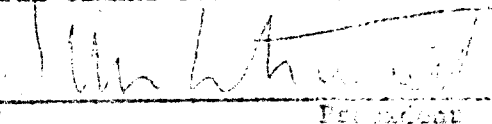
ATTEST:


Secretary

NORTH AMERICAN CAR CORPORATION

By 
Sr. Vice President

CITADEL CEMENT CORPORATION

By 
President

"This Lease is a COUNTERPART ORIGINAL. No assignment of this Lease may be made in this Lease may be created or assigned by the transfer of possession of the cars marked 'ORIGINAL'."

CAR LEASING AGREEMENT 1438
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 10th day of Sept, 19 79, before me personally
appeared H.R. Platt, to me personally known,
who, being by me duly sworn, says that he is a Vice President
of North American Car Corporation, that said instrument was signed on behalf
of said corporation by authority of its Board of Directors or other due
authority, and he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

(Notarial Seal)

Lenny Catalano
Notary Public
My Commission expires 8-14-83

State of Georgia)
) SS:
County of Cobb)

On this 17th day of September, 19 79, before me personally
appeared Brian Whitfield, to me personally known,
who, being by me duly sworn, says that he is a President
of Citadel Cement Corporation, that said instrument was
signed on behalf of said corporation by authority of its Board of Directors
or other due authority, and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

(Notarial Seal)

Sheila F. Eyster
Notary Public
My Commission expires My Commission Expires Mar. 17, 1982